

Exhibit T

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

RICHARD D. RODE

)

)

Plaintiff,

)

v.

)

**HOMECOMINGS FINANCIAL, LLC
and GMAC MORTGAGE, LLC,**

)

Defendants.

C.A. No. 12-390

)

DEFENDANTS' ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT¹

COME NOW defendants Homecomings Financial, LLC ("Homecomings") and GMAC Mortgage, LLC ("GMACM") (collectively, "Defendants"), and submit the following Answer to Plaintiff's First Amended Complaint. The numbered paragraphs below correspond to the numbered paragraphs in the First Amended Complaint.

1.01 Paragraph 1.01 contains no allegations directed to the Defendants and therefore no response is required.

2.01 Admitted.

2.02 The Defendants admit that Homecomings previously filed an answer in state court to Plaintiff's Original Petition.

2.03 The Defendants admit that GMACM previously filed an answer in state court to Plaintiff's Original Petition.

3.01 The Defendants admit that this Court has jurisdiction.

¹ Plaintiff's First Amended Petition is referred to herein as the First Amended Complaint.

3.02 The Defendants admit that they do business in Harris County, Texas and that this Court has jurisdiction over them.

4.01 The Defendants admit that venue is proper with this Court.

5.01 Denied.

5.02 Denied.

5.03 Denied.

5.04 Denied.

5.05 Denied.

5.06 Denied.

5.07 Denied.

5.08 Denied.

5.09 Denied.

5.10 Denied.

6.01 Denied.

6.02 Denied.

6.03 Denied.

6.04 Denied.

6.05 Denied.

6.06 Denied.

6.07 Denied.

6.08 Denied.

6.09 Denied.

6.10 Denied.

7.01 Denied.

7.02 Denied.

7.03 Denied.

7.04 Denied.

8.01 Denied.

In response to the prayer for relief set forth below Paragraph 8.01, the Defendants deny that Plaintiff is entitled to the requested relief or to any relief whatsoever.

AFFIRMATIVE DEFENSES

1. Some of Plaintiff's claims are barred because he lacks standing to sue under the applicable law.

2. Some of Plaintiff's claims fail to state a claim upon which relief can be granted.

3. Plaintiff's claims are barred by his voluntary and binding agreement to the terms and conditions of the Note and Security Instrument.

4. The Defendants' actions were in compliance with all applicable statutes and laws.

5. Plaintiff's claims are barred by his failure to do equity and by the doctrine of unclean hands.

6. To the extent Plaintiff has suffered any damages, such damages were caused by persons or entities other than the Defendants.

7. Plaintiff has failed to mitigate his claimed damages.

8. The Defendants plead the defenses of laches, acquiescence, ratification, statute of frauds, statute of limitations, res judicata, release, waiver, accord and satisfaction, payment, license, judicial estoppel, and collateral estoppel.

Respectfully submitted,

/s/ Graham Gerhardt

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CERTIFICATE OF SERVICE

I hereby certify that on February 9, 2012, I served a copy of the foregoing via the Court's electronic filing system and by first-class U.S. Mail to the following:

Jeffrey H. Uzick
UZICK & ONCKEN, P.C.
238 Westcott
Houston, Texas 77007

/s/ Graham Gerhardt

OF COUNSEL